



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

VALLEY REGIONAL OFFICE

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Secretary of Natural Resources

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Director

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Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO TOWN OF FRONT ROYAL FOR FRONT ROYAL WWTP VPDES Permit No. VA0062812

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and the Town of Front Royal, regarding the Front Royal WWTP, for the purpose of resolving certain violations of the State Water Control Law, the applicable permit, and regulation. This Order supersedes and terminates the Consent Order issued by the Board to the Town of Front Royal on October 29, 2009.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

4. "Discharge" means discharge of a pollutant. 9 VAC 25-31-10
5. "Discharge of a pollutant" when used with reference to the requirements of the VPDES permit program means:
 - (a) Any addition of any pollutant or combination of pollutants to surface waters from any point source; or
 - (b) Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.
6. "DMR" means Discharge Monitoring Report.
7. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.
8. "Facility" means the Front Royal WWTP located at 1100 Manassas Avenue, in Front Royal, Virginia, which treats and discharges treated sewage and other municipal wastes, for the residents and businesses of the Town of Front Royal.
9. "Front Royal" means the Town of Front Royal, a political subdivision of the Commonwealth of Virginia. Front Royal is a "person" within the meaning of Va. Code § 62.1-44.3.
10. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
11. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
12. "Permit" means VPDES Permit No VA0062812, which was issued under the State Water Control Law and the Regulation to Front Royal on November 1, 2018 and which expires on October 31, 2023.
13. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water... 9 VAC 25-31-10.
14. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of

animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.

15. "Regulation" means the VPDES Permit Regulation, 9 VAC 25-31-10 *et seq.*
16. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
17. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
18. "Va. Code" means the Code of Virginia (1950), as amended.
19. "VAC" means the Virginia Administrative Code.
20. "VPDES" means Virginia Pollutant Discharge Elimination System.

SECTION C: Findings of Fact and Conclusions of Law

1. Front Royal owns and operates the Facility and the sewage collection system which conveys sewage to the Facility. The Permit allows Front Royal to discharge effluent and other treated municipal wastes from the Facility, to the Shenandoah River, in compliance with the terms and conditions of the Permit.
2. Shenandoah River is located in the Shenandoah River subbasin and the Potomac River Basin.
3. On October 29, 2009, DEQ and Front Royal entered into a Consent Order to address overflows and bypasses resulting from Inflow & Infiltration (I&I) issues in the Front Royal collection system. The Consent Order included a schedule of compliance for I&I investigation and rehabilitation.
4. DEQ received DMRs from Front Royal for the Facility, for the monitoring periods from September 1, 2018 – September 30, 2018; October 1, 2018 – October 31, 2018; November 1, 2018 – November 30, 2018; December 1, 2018 – December 31, 2018; January 1, 2019 – January 31, 2019; February 1, 2019 – February 28, 2019; March 1,

2019 – March 31, 2019; April 1 – April 30, 2019; May 1, 2019 – May 31, 2019; June 1 – June 30, 2019; and July 1, 2019 – July 31, 2019, that included the following data results:

Month	Outfall	Parameter	Concentration/Loading	Reported	Legal Requirement
September 2018	001	004-TSS	Concentration Maximum	54 mg/L	45 mg/L
September 2018	001	004-TSS	Quantity Average	540 kg/D	450 kg/D
September 2018	001	004-TSS	Quantity Maximum	1790 kg/D	680 kg/D
October 2018	001	004-TSS	Quantity Average	467 kg/D	450 kg/D
November 2018	001	004-TSS	Concentration Average	51 mg/L	22 mg/L
November 2018	001	004-TSS	Concentration Maximum	112 mg/L	33 mg/L
November 2018	001	004-TSS	Quantity Average	1740 kg/D	440 kg/D
November 2018	001	004-TSS	Quantity Maximum	3780 kg/D	660 kg/D
December 2018	001	004-TSS	Concentration Average	40 mg/L	22 mg/L
December 2018	001	004-TSS	Concentration Maximum	134 mg/L	33 mg/L
December 2018	001	004-TSS	Quantity Average	1601 kg/D	440 kg/D
December 2018	001	004-TSS	Quantity Maximum	6054 kg/D	660 kg/D
December 2018	001	159-CBOD5	Quantity Maximum	810 kg/D	540 kg/D
January 2019	001	004-TSS	Concentration Average	34 mg/L	22 mg/L
January 2019	001	004-TSS	Concentration Maximum	54 mg/L	33 mg/L
January 2019	001	004-TSS	Quantity Average	863 kg/D	440 kg/D
January 2019	001	004-TSS	Quantity Maximum	1617 kg/D	660 kg/D
February 2019	001	004-TSS	Concentration Average	61 mg/L	22 mg/L
February 2019	001	004-TSS	Concentration Maximum	156 mg/L	33 mg/L
February 2019	001	004-TSS	Quantity Average	1482 kg/D	440 kg/D
February 2019	001	004-TSS	Quantity Maximum	3349 kg/D	660 kg/D
February 2019	001	120-E. coli	Concentration Average	208 n/CML	126 n/CML
March 2019	001	004-TSS	Concentration Average	27 mg/L	22 mg/L
March 2019	001	004-TSS	Concentration Maximum	53 mg/L	33 mg/L
March 2019	001	004-TSS	Quantity Average	859 kg/D	440 kg/D
March 2019	001	004-TSS	Quantity Maximum	2110 kg/D	660 kg/D
April 2019	001	004-TSS	Concentration Average	26 mg/L	22 mg/L
April 2019	001	004-TSS	Concentration Maximum	48 mg/L	33 mg/L
April 2019	001	004-TSS	Quantity Average	567 kg/D	440 kg/D
April 2019	001	004-TSS	Quantity Maximum	829 kg/D	660 kg/D
May 2019	001	004-TSS	Concentration Average	26 mg/L	22 mg/L
May 2019	001	004-TSS	Concentration Maximum	44 mg/L	33 mg/L
May 2019	001	004-TSS	Quantity Average	614 kg/D	440 kg/D
May 2019	001	004-TSS	Quantity Maximum	1379 kg/D	660 kg/D
June 2019	001	120-E. coli	Concentration Average	134 n/CML	126 n/CML
July 2019	001	004-TSS	Quantity Average	510 kg/D	440 kg/D
July 2019	001	004-TSS	Quantity Maximum	922 kg/D	660 kg/D
July 2019	001	004-TSS	Concentration Average	34 mg/L	22 mg/L
July 2019	001	004-TSS	Concentration Maximum	61 mg/L	33 mg/L

5. On July 19, 2019, DEQ issued NOV No. W2019-07-V-0005 to Front Royal for Permit effluent violations.
6. On August 5, 2019, DEQ staff met with Front Royal staff, and Front Royal's consultant to discuss the July 2019 NOV, the 2009 Consent Order, and on-going Inflow and Infiltration (I&I) issues at the Facility. During the meeting, Front Royal reviewed the progress of its I&I Abatement Program, and reviewed upcoming plans for sanitary line rehabilitation and flow monitoring.
7. On September 16, 2019, Front Royal submitted a plan and schedule for I&I reduction projects for FY 2020 through FY 2022. Additionally, Front Royal submitted the following completed projects in an effort to reduce I&I since the 2009 Consent Order, totaling over \$3 million dollars in investigation and improvement costs:

<p style="text-align: center;">Town of Front Royal Summary of I&I Related Work Since 2009</p>	
Date(s)	Description
2009 - 2014	Manhole Inspection, CCTV, Flow Monitoring, I&I Investigation
2007 - 2016	Sewer Rehabilitation of approximately 2,000 LF of pipe
2004 - 2018	Rehabilitation of approximately 250 manholes
2011 - 2014	Sewer Rehabilitation of approximately 9,000 LF of pipe
2016	Corrective Action Plan Development and field investigation
2016-2019	CCTV of clay and concrete sanitary Sewer (81,000 LF)
2017	75,000 LF of Smoke Testing
2017	Field investigations, CCTV review, and inspection with over 30,000 LF of CCTV completed
2018	Manhole Inflow Removal - Frame and Cover Replacement for 140 manholes
2018	Field investigations, CCTV review, and inspection
2019	Rehabilitation Design (to date)
2019	CIPP Lining contract (awarded) for approximately 14,000 LF
2019 - 2020	Manhole rehabilitation (awarded) for over 300 manholes
2019 - 2020	Sewer Replacement (budget) for 3,500 LF

8. DEQ received DMRs from Front Royal for the Facility, for the monitoring periods from October 1, 2019 – October 31, 2019, November 1, 2019 – November 30, 2019, and December 1, 2019 – December 31, 2019 that included the following data results:

Month	Outfall	Parameter	Concentration/Loading	Reported	Legal Requirement
October 2019	001	004-TSS	Quantity Maximum	1009 kg/D	660 kg/D
October 2019	001	004-TSS	Concentration Average	24 mg/L	22 mg/L
October 2019	001	004-TSS	Concentration Maximum	74 mg/L	33 mg/L
November 2019	001	004-TSS	Quantity Average	812 kg/D	440 kg/D
November 2019	001	004-TSS	Quantity Maximum	1177 kg/D	660 kg/D

November 2019	001	004-TSS	Concentration Average	64 mg/L	22 mg/L
November 2019	001	004-TSS	Concentration Maximum	102 mg/L	33 mg/L
December 2019	001	004-TSS	Quantity Average	1023 kg/D	440 kg/D
December 2019	001	004-TSS	Quantity Maximum	1929 kg/D	660 kg/D
December 2019	001	004-TSS	Concentration Average	72 mg/L	22 mg/L
December 2019	001	004-TSS	Concentration Maximum	141 mg/L	33 mg/L
January 2019- December 2019	001	794 P, Total	Concentration Maximum	0.63 mg/L	0.22 mg/L

9. On December 9, 2019, DEQ issued NOV No. W2019-12-V-0001 to Front Royal for Permit effluent violations. Front Royal responded that they were continuing to investigate the source of the violations.
10. On January 15, 2020, DEQ issued NOV No. W2020-01-V-0001 to Front Royal for Permit effluent violations. Front Royal responded that they were on track for the plan and schedule submitted in September 2019, and had hired a consultant to review the repetitive effluent violations. The plan and schedule are incorporated in Appendix A of the Order.
11. From January 1, 2019 through January 31, 2020, Front Royal reported a total of six overflows and bypasses, with approximately 3.8 million gallons of unpermitted discharges reaching state waters. Front Royal has continued to work towards I&I reductions in its collection system.
12. On February 10, 2020, Front Royal submitted a DMR to DEQ and reported the following effluent violations:

February 2020	001	004-TSS	Quantity Maximum	2332 kg/D	660 kg/D
February 2020	001	004-TSS	Concentration Average	53 mg/L	22 mg/L
February 2020	001	004-TSS	Concentration Maximum	69 mg/L	33 mg/L
December 2019	001	004-TSS	Quantity Average	1489 kg/D	440 kg/D

13. Permit Part I.A.1 prohibits discharges that exceed discharge limitations.
14. Va. Code § 62.1-44.5 states that: “[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances.”
15. The Regulation, at 9 VAC 25-31-50, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
16. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a “certificate” under the statute.

17. The Department has issued no permits or certificates to Front Royal other than VPDES Permit No. VA0062812.
18. Shenandoah River is a surface water located wholly within the Commonwealth and is a "state water" under State Water Control Law.
19. Based on the results of the January 15, 2020 meeting, the reported bypasses and overflow reported from January 2019 through January 2020, and the DMR documentation submitted for the months of September 2018, October 2018, November 2018, December 2018, January 2019, February 2019, March 2019, April 2019, May 2019, June 2019, July 2019, October 2019, November 2019, December 2019, and January 2020 effluent violations, the Board concludes that Front Royal has violated the Permit, Va. Code 62.1-44.5 and 9 VAC 25-31-50 as described in paragraphs C(3) through C(15), above.
20. In order for Front Royal to complete its return to compliance, DEQ staff and representatives of Front Royal have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Front Royal and Front Royal agrees to:

1. Perform the actions described in Appendices A, B, and C of this Order; and
2. Pay a civil charge of \$38,615, in settlement of the violations cited in this Order.
 - a. Front Royal shall pay \$3,915 of the civil charge within 30 days of the effective date of this Order. Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Front Royal shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Front Royal shall be liable for attorneys' fees of 30% of the amount outstanding.

- b. Front Royal shall satisfy \$34,700 of the civil charge by satisfactorily completing the Supplemental Environmental Project (SEP) described in Appendix B and Appendix C

of this Order.

- c. The net project costs of the SEP to Front Royal shall not be less than the amount set forth in Paragraph D.2.b. If it is, Front Royal shall pay the remaining amount in accordance with Paragraph D.2.a of this Order, unless otherwise agreed to by the Department. "Net project cost" means the net present after-tax cost of the SEP, including tax savings, grants, and first-year cost reductions and other efficiencies realized by virtue of project implementation. If the proposed SEP is for a project for which the party will receive an identifiable tax savings (e.g., tax credits for pollution control or recycling equipment), grants, or first-year operation cost reductions or other efficiencies, the net project cost shall be reduced by those amounts. The costs of those portions of SEPs that are funded by state or federal low-interest loans, contracts, or grants shall be deducted.
- d. By signing this Order, Front Royal certifies that it has not commenced performance of the SEP.
- e. Front Royal acknowledges that it is solely responsible for completing the SEP project. Any transfer of funds, tasks, or otherwise by Front Royal to a third party, shall not relieve Front Royal of its responsibility to complete the SEP as described in this Order.
- f. In the event it publicizes the SEP or the SEP results, Front Royal shall state in a prominent manner that the project is part of a settlement of an enforcement action.
- g. The Department has the sole discretion to:
 - i. Authorize any alternate, equivalent SEP proposed by the Town; and
 - ii. Determine whether the SEP, or alternate SEP, has been complete in a satisfactory manner.
- h. Should the Department determine that Front Royal has not completed the SEP, or alternate SEP, in a satisfactory manner, the Department shall so notify Front Royal in writing. Within 30 days of being notified, Front Royal shall pay the amount specified in Paragraph D.2.b, above, as provided in Paragraph D.2.a, above.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Front Royal for good cause shown by Front Royal or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. W2019-07-V-0005 dated July 19, 2019, NOV No.

W2019-12-V-0001 dated December 9, 2019, and NOV No. W2020-01-V-0001 dated January 15, 2020. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Front Royal admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Front Royal consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Front Royal declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Front Royal to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Front Royal shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Front Royal shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Front Royal shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;

- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

- 9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
- 10. This Order shall become effective upon execution by both the Director or his designee and Front Royal. Nevertheless, Front Royal agrees to be bound by any compliance date which precedes the effective date of this Order.
- 11. This Order shall continue in effect until:
 - a. the Director or his designee terminates the Order after Front Royal has completed all of the requirements of the Order;
 - b. Front Royal petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Front Royal.

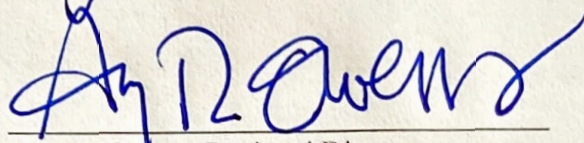
Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Front Royal from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

- 12. Any plans, reports, schedules or specifications attached hereto or submitted by Front Royal and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
- 13. The undersigned representative of Front Royal certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Front Royal to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Front Royal.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Front Royal voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 18th day of June, 2020



Amy T. Owens, Regional Director
Department of Environmental Quality

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The Town of Front Royal voluntarily agrees to the issuance of this Order.

Date: 4/13/2020 By: Matthew L. Tedrick, Interim Town Manager
(Person) (Title)
Town of Front Royal

Commonwealth of Virginia
City/County of Warren

The foregoing document was signed and acknowledged before me this 13 day of
April, 2020, by Matthew A. Tedrick who is
Interim Town Manager of the Town of Front Royal on behalf of the Town of Front
Royal.

Tina L. Presley
Notary Public
173753
Registration No.

My commission expires: 7/31/22

Notary seal:



APPENDIX A

SCHEDULE OF COMPLIANCE

1. I&I Reduction

a. Metershed FR-6&7

- (1) By September 1, 2020, Front Royal shall complete construction of sanitary sewer rehabilitation projects in the FR-6&7 metershed;
- (2) By, April 1, 2021, Front Royal shall complete flow monitoring to determine I&I reduction in the FR-6&7 metershed.

b. Metershed FR-5

- (1) By June 1, 2020, Front Royal shall complete an engineering study of FR-5 metershed sewer backups and SSOs;
- (2) By January 1, 2021, Front Royal shall complete the design of the FR-5 metershed sanitary sewer rehabilitation projects;
- (3) By January 1, 2022, Front Royal shall complete the construction of FR-5 metershed sanitary sewer rehabilitation;
- (4) By May 1, 2022, Front Royal shall complete flow monitoring to determine I&I reduction in FR-5 metershed.

c. Metershed FR-1

- (1) By January 1, 2022, Front Royal shall complete the engineering study for the FR-1 metershed sanitary sewer rehabilitation.

2. WWTP Operations

- a. By August 1, 2020, Front Royal shall complete and submit to DEQ an engineering study of the Facility operations, which shall include a design review. Once approved by DEQ, the recommendations and schedule outlined in the study shall become enforceable under this Order.

3. General Requirements

- a. Front Royal shall submit quarterly reports to DEQ, with the first report being due July 10, 2020. Subsequent quarterly reports will be due October 10, January 10, April 10, and July 10, until the cancellation of this Order. The quarterly reports shall contain:
 - (1) A summary of all work completed since the previous report, in accordance with this Order;
 - (2) A projection of work to be completed during the upcoming quarterly period in accordance with this Order; and
 - (3) A statement regarding any anticipated problems in complying with this Order.

- b. No later than 14 days following a date identified in the above schedule of compliance, Front Royal shall submit to DEQ a written notice of compliance or noncompliance with the scheduled item. In the case of noncompliance, notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled item.

4. **DEQ Contact**

Unless otherwise specified in this Order, Front Royal shall submit all requirements of Appendix A of this Order to:

Eric Millard
Enforcement Specialist Senior
VA DEQ – Valley Regional Office
PO Box 3000, Harrisonburg, VA 22801
Phone: (540) 574-7813
Fax: (540) 574-7878
Eric.millard@deq.virginia.gov

APPENDIX B
Town of Front Royal
SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)

In accordance with Va. Code § 10.1-1186.2, Front Royal shall perform the Supplemental Environmental Project (SEP) identified below in the manner specified in this Appendix B. As used in this Order and Appendix B, SEP means an environmentally beneficial project undertaken as partial settlement of a civil enforcement action and not otherwise required by law.

1. The SEP to be performed by Front Royal is a streambank and channel restoration project along the 1,300 linear foot section of Happy Creek depicted in Appendix C. Excessive accumulations of rock and other obstructions to flow will be moved from the stream channel and placed along the banks to reduce erosion and increase the bank height to better contain high flows and reduce flooding potential. Where needed, imported riprap stone will be added to sections of the bank to further protect the bank from erosion.
2. Front Royal shall obtain any required federal, state, and local permits and approvals prior to performing the SEP. **The SEP shall be completed by December 31, 2020.**
3. Beginning with the effective date of the Order and continuing until completion of the SEP, Front Royal shall submit progress reports on the SEP on a quarterly basis, due the 10th day of each quarter (January 10th, April 10th, July 10th, October 10th).
4. Front Royal shall submit a written, final report on the SEP, verifying that the SEP has been completed in accordance with the terms of this Order, and certified either by a Certified Public Accountant or by a responsible officer or owner. Front Royal shall submit the final report and certification to the Department within 14 days from the completion of the SEP.
5. If the SEP has not or cannot be completed as described in the Order, Front Royal shall notify DEQ in writing no later than December 31, 2020. Such notification shall include:
 - a. an alternate SEP proposal, or
 - b. payment of the amount specified in Paragraph D.2.b as described in Paragraph D.2.a.
6. Front Royal hereby consents to reasonable access by DEQ or its staff to property or documents under the Front Royal's control, for verifying progress or completion of the SEP.
7. Front Royal shall submit to the Department written verification of the final overall and net project cost of the SEP in the form of a certified statement itemizing costs, invoices and proof of payment, or similar documentation within 14 days of the project completion date. For the purposes of this submittal, net project costs can be either the actual, final net project costs or the projected net project costs if such projected net project costs

statement is accompanied by a CPA certification or certification from Front Royal's Chief Financial Officer, or equivalent Town position, concerning the projected tax savings, grants or first-year operation cost reductions or other efficiencies.

8. Documents to be submitted to the Department, other than the civil charge payment described in Section D of the Order, shall be sent to the contact identified in Appendix A of this Order.

APPENDIX C

Happy Creek Work Area:
Entire Length of Segment Pictured Below, between E. Prospect Street and South Street

